

**Certificate of Notice Page 1 of 4**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Shawn S Smith  
 Debtor

Case No. 18-15603-jkf  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: YvetteWD  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 1

Date Rcvd: Apr 14, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 16, 2020.

db +Shawn S Smith, 7533 Dickens Place, Philadelphia, PA 19153-1311

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Apr 16, 2020

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 14, 2020 at the address(es) listed below:

BRIAN THOMAS LANGFORD on behalf of Creditor MMCA Lease LTD, its Successors and Assigns  
 PitEcf@weltman.com  
 DAVID M. OFFEN on behalf of Debtor Shawn S Smith dmo160west@gmail.com,  
 davidoffenecf@gmail.com;offendr83598@notify.bestcase.com  
 JEROME B. BLANK on behalf of Creditor The Money Source Inc. paeb@fedphe.com  
 MARIO J. HANYON on behalf of Creditor CIS Financial Services, INC paeb@fedphe.com  
 MEGAN N. HARPER on behalf of Creditor City of Philadelphia megan.harper@phila.gov,  
 karena.blaylock@phila.gov  
 NATHALIE PAUL on behalf of Creditor MMCA Lease LTD, its Successors and Assigns  
 npaul@weltman.com, pitecf@weltman.com  
 REBECCA ANN SOLARZ on behalf of Creditor The Money Source Inc. bkggroup@kmlawgroup.com  
 REBECCA ANN SOLARZ on behalf of Creditor THE MONEY SOURCE INC. bkggroup@kmlawgroup.com  
 ROBERT J. DAVIDOW on behalf of Creditor THE MONEY SOURCE INC.  
 robert.davidow@phelanhallinan.com  
 ROBERT J. DAVIDOW on behalf of Creditor The Money Source Inc.  
 robert.davidow@phelanhallinan.com  
 SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM MILLER\*R on behalf of Trustee WILLIAM MILLER\*R ecfemail@FredReigleCh13.com,  
 ECF\_FRPA@Trustee13.com

TOTAL: 13

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

|                            |                |                       |
|----------------------------|----------------|-----------------------|
| Shawn S. Smith             | <u>Debtor</u>  | CHAPTER 13            |
| The Money Source Inc.      | <u>Movant</u>  |                       |
| vs.                        |                | NO. 18-15603 JKF      |
| Shawn S. Smith             | <u>Debtor</u>  |                       |
| Scott F. Waterman, Esquire | <u>Trustee</u> | 11 U.S.C. Section 362 |

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$2,546.37**, which breaks down as follows;

|                                    |                                               |
|------------------------------------|-----------------------------------------------|
| Post-Petition Payments:            | December 2019 to March 2020 at \$829.91/month |
| Suspense Balance:                  | \$773.27                                      |
| <b>Total Post-Petition Arrears</b> | <b>\$2,546.37</b>                             |

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on April 1, 2020 and continuing through September 1, 2020 until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$829.91** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$424.40 from April 2020 to August 2020 and \$424.37 for September 2020** towards the arrearages on or before the last day of each month at the address below;

THE MONEY SOURCE INC.  
500 S. BROAD STREET, SUITE 100A  
MERIDEN, CT 06450

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay. In the event of a third default pursuant to the terms of this Stipulation, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 10, 2020

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: April 13, 2020

/s/ David M. Offen, Esquire  
David M. Offen, Esquire  
Attorney for Debtor

Date: April 13, 2020

/s/ Polly A. Langdon, Esquire for  
Scott F. Waterman, Esquire

Approved by the Court this 14th day of April, 2020. However, the court  
retains discretion regarding entry of any further order.



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Bankruptcy Judge  
Jean K. FitzSimon